

**CONTRACT DOCUMENT**

To Coillte Teo , Dublin Road  
Newtownmountkennedy, Co. Wicklow.

Having read carefully the attached Conditions of Contract entitled "Conditions of Contract for the .....for Coillte Teoranta", I/We agree to carry out the work as defined at paragraph 1(c) of the conditions of contract, in accordance with such conditions, at the price set out in the Work Schedule and to enter into a formal agreement with you to implement the Contract.

Dated the .....day of..... 2009

Signed by or on behalf  
of the Contractor .....who is duly authorised.

Full Postal Address .....  
.....  
.....

MEMORANDUM OF AGREEMENT made the.....day of.....2009... BETWEEN Coillte Teoranta, Dublin Road, Newtownmountkennedy , Co. Wicklow, (hereinafter called "the company" of the one part AND .....of.....in the County of..... (hereinafter called "the contractor") of the other part.

WHEREAS the contractor has agreed with the company to carry out the work.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1. This agreement shall not be binding on the company until it is has been duly signed at (5) below.
- 2. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
- 3. The following documents indicated below shall be deemed to form and be read and construed as part of this agreement:(Tick and initial as appropriate)

- |  |                            |                               |                            |
|--|----------------------------|-------------------------------|----------------------------|
| a) The Conditions of Contract            | <input type="checkbox"/> _ | b) The Contract Document      | <input type="checkbox"/> _ |
| c) The Site Development Plan             | <input type="checkbox"/> _ | d) The Work Schedule          | <input type="checkbox"/> _ |
| e) The Harvesting Site Plan(s )          | <input type="checkbox"/> _ | f) The form of Tender         | <input type="checkbox"/> _ |
| g) Insurance Questionnaire form          | <input type="checkbox"/> _ | h) AIG deduction at source    | <input type="checkbox"/> _ |
| i) Additional Security Requirements      | <input type="checkbox"/> _ | j) The Work Specifications    | <input type="checkbox"/> _ |
| k) Environmental Impact Appraisal Form   | <input type="checkbox"/> _ | l) Daily Site Monitoring Form | <input type="checkbox"/> _ |
| m) Coillte Teo Maximum Speed Regulations | <input type="checkbox"/> _ | n)                            | <input type="checkbox"/> _ |
| o)                                       | <input type="checkbox"/> _ | p)                            | <input type="checkbox"/> _ |

4. In consideration of the payment to be made by the company to the contractor, the contractor hereby covenants to carry out the work in conformity in all respects with the provisions of the contract.

IN WITNESS WHEREOF the parties hereto have executed this agreement this day and year first herein WRITTEN

\_\_\_\_\_Day of\_\_\_\_\_Two Thousand and Eight

Recommended for and on behalf of the company by.....who is duly authorised.

Signed by or on behalf of the contractor.....who is duly authorised.

5. Signed for and on behalf of the company by.....who is duly authorised.

## CONDITIONS OF CONTRACT FOR THE.....FOR COILLTE TEORANTA

### 1.DEFINITIONS.

The following words and expressions shall have the meanings assigned to them save where the context otherwise requires:-

- (a) "The company" means "Coillte Teoranta"
- (b) "The contractor" means the person or persons, firm or company whose tender has been accepted by the company and includes the contractor's executors, administrators, successors and permitted assigns.
- (c) "The work" means the work set out in the Work Specification(s) and the Work Schedule(s) attached hereto.
- (d) "The manager" means the manager of the property (and shall include any other agent of the company) described in the memorandum of agreement annexed hereto.

### 2.SINGULAR AND PLURAL.

Words imparting the singular only also include the plural and vice versa and words imparting the masculine gender shall impart the female and neuter genders where the context requires.

### 3.DESCRPTION AND DURATION.

The contractor shall carry out the work in a good and workmanlike manner and to the satisfaction of the company within the period set out in the work schedule annexed hereto. He shall take all reasonable precautions to avoid damage to the company's property and/or to neighbouring properties and/or to buildings, walls, gates, fences, hedges, trees, drains, roads or tracks and shall be liable for any damage caused thereto and shall make good any such damage.

### 4.PAYMENT.

- (a) Subject to (c) and (d) hereof, payment shall be made on receipt of an invoice based on returns prepared by the manager after consultation with the contractor.
- (b) Payment shall be in the form of electronic money transfer issued from the company's finance division at Castlebar.
- (c) Payment terms shall be 60 days following the month of invoice or alternative arrangement as agreed in writing.
- (d) The company may retain, at it's sole discretion, up to 5% of sums due under this contract until such time as the company is satisfied that the contractor has carried out all of his obligations under the terms of this contract.

### 5.VALUE ADDED TAX.

If, subsequent to the date of the tender, the rates of Value Added Tax payable by the contractor on the payment received from the company under the contract are increased or decreased, the amount to which the contractor shall be entitled under the contract shall be increased or decreased, as the case may require, so that the amount, less Value Added Tax at the revised rates, equals the amount, less Value Added Tax, at the rates obtaining on the date of the tender.

### 6.TAX CLEARANCE PROCEDURES.

The contractor shall at all times comply with the requirements of Section 1095, Taxes Consolidation Act 1997 ([48.0.1] Tax Clearance Procedures Public Sector Contracts), issued by the Department of Finance and any subsequent amendments thereto.

### 7.WORK PERFORMANCE

- (a) The contractor shall adhere totally to the work specifications annexed hereto unless otherwise directed by the manager.
- (b) The contractor shall suspend work as directed by the Manager if he (the manager) considers that conditions are unsuitable.

### 8.DEFECTIVE WORK.

The contractor shall make good at his own expense, to the satisfaction of the company, any work which the company finds to be defective. If the contractor fails to make good such defective work, the company shall be entitled to remedy defects in the work and to defray the cost of such repairs from any monies due to the contractor under this or any other contract between the parties hereto.

### 9.RECOVERY OF SUMS DUE

All sums of money recoverable from or payable by the contractor under the terms of this contract may be deducted from any sum then due, or which at any time thereafter may become due to the contractor, under this or any other contract which may exist between the parties hereto, without prejudice to the right of the company to recover same as a civil debt.

### 10.INDEPENDENT CONTRACTOR

The contractor shall carry out the work as an independent contractor, and no part of this agreement shall be construed as conferring the status of an employee of the company on the contractor, his servants, agents or sub-contractors.

### 11.CONTRACTOR'S EMPLOYEES AND SUB-CONTRACTORS

- (a) The contractor shall be responsible for his own employees and sub-contractors and the company shall not be under any duty in respect of the said employees and sub-contractors.

(b) The contractor hereby warrants that he shall comply with all statutory regulations governing the carrying on of business and the employment of workers and sub-contractors, and shall register as an employer and shall ensure that all employees and sub-contractors engaged by him are advised of and comply with their statutory obligations including those to the Revenue Commissioners and to the Department of Social Welfare.

(c) The contractor shall, where appropriate, nominate a deputy with power to make decisions in his absence.

#### 12. HEALTH AND SAFETY

The contractor shall comply with the provisions of the Safety, Health and Welfare at Work Act 2005 and all other relevant acts and regulations in respect of the works.

#### 13. MACHINERY AND EQUIPMENT

(a) The contractor shall remove all his machinery and equipment from the company's property upon completion or termination of the Contract.

(b) Where animals are used in connection with the contract, the contractor shall not quarter them on the company's property.

#### 14. FIRES

The contractor shall not light fires within the company's forest(s) without the permission of the manager and he (the contractor) shall take all reasonable and proper precautions, under the direction of the manager, to prevent and deal with the risk of fire in the said area or adjoining areas. The contractor shall be responsible for any loss whatsoever through fire attributable to the negligence of himself or his servants, agents, officers, employees or sub-contractors and shall, at all times, indemnify the company against all such losses, claims, expenses, costs or proceedings so caused.

#### 15. LITTER

The contractor shall not deposit litter or waste material on the company's land or premises, save insofar as is unavoidable and necessary for the completion of the works and, in such case, the contractor hereby agrees to remove all such litter or waste material at or before the conclusion of the works.

#### 16.1 INDEMNITY.

(a) Subject to sub-clause (c) the contractor shall be liable for and shall indemnify the company against:-

(i) any liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal insofar as any such injury or damage arises out of or in the course of or by reason of the execution of the works and provided that such injury or damage is due to any negligence, omission or default of the contractor his servants or agents or any sub-contractor his servants or agents (whether or not also partly due to the negligence, omission or default of the company or any person for whom the company is responsible):

(ii) any liability, loss, claim or proceedings whatsoever arising under any statute or at Common Law in respect of personal injury to or disease contracted by or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless solely due to any act or neglect of the company or of any person for whom the company is responsible.

(b) Subject to and in accordance with Clause 17, the contractor shall take out before commencing work and maintain Employers Liability insurance and Public Liability insurance covering any liability, loss, claim or proceedings in respect of the matters referred to in sub-clause (a).

(c) Without prejudice to the contractor's liability, at Common Law or by statute sub-clause (a) shall not apply to any liability, loss, claim or proceedings which arise otherwise than in connection with an accident or fall within an exclusion permitted by Clause 17(d) paragraph (i) or (ii) (as relevant) and which is not covered by an Employers Liability or Public Liability insurance policy of the contractor.

16.2 In the event that the work for which the contractor has successfully tendered requires the supply of tractors or machinery by the company, the contractor agrees at all times to be liable for and to indemnify the company, its servants and agents against:

(a) any liability, loss, claim, expenses, costs or proceedings, whatsoever arising under statute or at common law, in negligence, breach of duty, breach of statutory duty, breach of contract, nuisance or any other ground whatsoever, in respect of personal injury to, or disease contracted by, or the death of, any person, including third parties, as well as any person in the employment of the contractor and the company (other than injury or damage resulting solely from the act or omission of the company's servants or agents) arising out of, or in the course of, or by reason of, whether directly or indirectly, the use by the contractor or the company, their respective servants agents or sub-contractors of such tractors or machinery;

(b) all loss sustained as a result of damage, howsoever occurring, to the said tractors and/or machinery whilst same are being used as aforesaid.

#### 17. INSURANCE

(a) The Insurance policies under Clause 16 shall be with insurers approved by the company, which approval shall not be unreasonably withheld.

(b) The contractor's Employers Liability and Public Liability policies under Clause 16(b) shall include provisions by which in the event of any claim in respect of which the contractor would be entitled to receive indemnity under the policy being brought or made against the company the Insurer will indemnify the company against such claims and any costs, charges and expenses in respect thereof.

(c) The contractor shall comply with all conditions in any policy or policies of insurance under Clause 16.

(d) The Insurance policies under Clause 16 may contain only the exclusions from cover summarised below:-

(i) Employers Liability "Limited war risk"

- (ii) Public Liability "Liability in excess of the sum stated in the Coillte Teoranta insurance questionnaire form required by Clause 17 (e) for any one accident"  
"War risks"  
"Radioactive contamination/nuclear explosion"  
"Sonic boom"  
"Persons under a contract of service or apprenticeship with the Insured"  
"Property belonging to the insured or in the Insured's custody and control, with exceptions"  
"Defective workmanship and materials but not damage resulting therefrom"  
"Mechanically propelled vehicles to which the Road Traffic Act applies"  
"Loss or damage due to design"

(e) The Contractor shall prior to commencement of work produce satisfactory evidence of insurance cover by means of a completed Coillte Teoranta insurance questionnaire.

#### 18. NON-FULFILMENT OF CONTRACT

The contractor shall not receive payment for work which is not carried out to the satisfaction of the company.

#### 19. MODIFICATIONS

The conditions of contract shall only be subject to such modifications as are assented to in writing by the company.

#### 20. TERMINATION

The company reserves the right at all times, prior to the completion of the contract to terminate the contract or to reduce or otherwise abate, at its sole discretion (without liability on its part for payment of compensation or damages to the contractor), the volume of work specified in the contract.

#### 21. EXPIRY

This contract shall expire when the work is completed or 3□ /6□ /9□ /12□ months - (tick as appropriate) - from the date of the agreement, whichever is the sooner, or after any other specified period as may be agreed in writing.

#### 22. ACCESS

The contractor shall have a right of access only over the routes indicated to him by the company's agents. No warranty is given that any other route is suitable for the contractor's vehicles, machinery and equipment. All vehicles, machinery and equipment using authorised access routes shall be driven or used with all proper care and at such speed as shall be reasonable, having regard to the nature of the route, the vehicular load, the prevailing weather and road conditions. The contractor shall ensure that there is no unauthorised obstruction of roads at any time.

#### 23. TENDERS

The company does not bind itself to accept the lowest or any tender and shall not be liable to pay any costs or expenses in connection with any tender.

#### 24. INDUCEMENTS

The contractor shall not offer or give or agree to give any person in the service of the company any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this, or any other contract, for or with the company. Any breach of this condition by the contractor, or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the contractor) shall render this contract void and shall entitle the company to recover from the contractor the amount of any resulting loss.

#### 25. NOTICES

Any written notice to be given to the contractor under the terms of the contract shall be served by sending same to the contractor's principal place of business, or in the event of the contractor being a limited company, to its registered office by registered post.

#### 26. INTERPRETATION

The contract shall be interpreted according to the laws of the Republic of Ireland.

#### 27. PROVISION OF PLANT AND LABOUR

The contractor shall provide all labour and plant, except where otherwise specified and do all work necessary for the execution of the contract.

#### 28. FORCE MAJEURE

The company shall not be deemed to be in breach of this agreement, or otherwise be liable to the contractor, by reason of any delay in performance or non-performance of any of its obligations hereunder, to the extent that such delay or non performance is due to any Force Majeure of which it has notified the contractor and the time for performance of that obligation shall be extended accordingly. Furthermore, if the company is affected by any Force Majeure of which it has notified the contractor then it may direct the contractor to cease all contract operations until such time as the company shall have notified the contractor that the company is no longer affected by Force Majeure.

"Force Majeure" means war, civil commotion, riots, strikes, acts of God, restrictions imposed by law, interruption of transportation facilities, withdrawal of services by others, and any other cause which is beyond the control of the company.